

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA, SOUTHERN DIVISION**

ASD SPECIALTY HEALTHCARE, INC., d/b/a)	CIVIL ACTION NO.: 1:05-cv-591-MEF-SRW
ONCOLOGY SUPPLY COMPANY)	
2801 Horace Shepard Drive,)	
Dothan, Alabama 36303,)	
Plaintiff,)	
v.)	
ONCOLOGY HEMATOLOGY CENTERS OF)	
ATLANTA, P.C.)	
465 Winn Way, Suite 231)	
Decatur, GA 30030,)	
and)	
LLOYD G. GEDDES)	
1325 Scott Boulevard)	
Decatur, GA 30030,)	
Defendants.)	

AFFIDAVIT OF KELLY LEWIS

STATE OF Alabama)
COUNTY OF Houston)

KELLY LEWIS, being duly sworn, deposes and states as follows:

1. My name is Kelly Lewis. I am over the age of twenty-one (21) years and reside in Hudson County, Alabama. I serve as Credit Manager of ASD Specialty Healthcare, Inc. d/b/a Oncology Supply ("ASD"), the plaintiff in the above-styled action. I make this Affidavit in support of ASD's Motion for Default Judgment.

2. I am one of the persons who has custody and control of ASD's business records concerning transactions between ASD and Oncology Hematology Centers of Atlanta, P.C.



("OHCA"), one of the defendants in the above-styled action. Each of these records was made at or near the time of the event recorded by a person with knowledge of the event and charged with the responsibility for recording such events. These records are kept in the ordinary course of ASD's regularly conducted business activity, which is ASD's customary practice. I have reviewed ASD's file on this matter, which leads me to the summary set forth below. All facts set forth herein are either (a) facts of which I have personal knowledge or (b) an accurate summary of ASD's business records as set forth above.

3. At various times and at OHCA's request, ASD sold and delivered to OHCA pharmaceutical and other products (the "Goods"). The Defendant Lloyd G. Geddes, Jr. ("Geddes") guaranteed repayment of the debt to ASD.

4. Despite demand, OHCA and Geddes failed to make payment to ASD for the Goods.

5. As of May 26, 2005, the total outstanding obligation due to ASD from OHCA and Geddes exceeded \$170,531.79. Accordingly, ASD filed the instant action against OHCA and Geddes seeking \$170,531.79, plus interest at the contractual rate of eighteen per cent (18%) per annum on each outstanding invoice, attorney fees, and costs.

6. Subsequently, by virtue of certain payments remitted by Geddes, the principal amount owed has been reduced to \$101,678.65.

7. As of October 28, 2005, the balance due, including interest, is \$117,725.41.

Further the deponent saith not.

Kelly Lewis
Kelly Lewis, Affiant

Sworn to and subscribed
before me on this the 28
day of July, 2005.

Shea Nixon
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
APRIL 11, 2010